

**TERMS AND CONDITIONS
2020 EPIC AUSTRALIA PASS**

1. Perisher Blue Pty Limited (referred to in these Terms and Conditions as “Perisher” owns and operates this website and supplies the Epic Australia Pass for use at Perisher, Mt Hotham and Falls Creek in Australia and other ski areas owned and operated by Vail Resorts, Inc., its affiliates and partner resort operators. In these Terms and Conditions, Perisher, Mt Hotham, Falls Creek and Vail Resorts, Inc are referred to as “We”, “Us”, “Our” (or equivalent).
2. THE AUSTRALIAN CONSUMER LAW PROVIDES CONSUMERS WITH A NUMBER OF CONSUMER GUARANTEES THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED. THESE CONSUMER GUARANTEES PROVIDE CONSUMERS WITH A BASIC, GUARANTEED LEVEL OF PROTECTION FOR SERVICES THAT THEY ACQUIRE FROM US, INCLUDING: (I) A GUARANTEE AS TO DUE CARE AND SKILL (II) A GUARANTEE AS TO FITNESS FOR A PARTICULAR PURPOSE; AND (III) A GUARANTEE AS TO REASONABLE TIME FOR SUPPLY. WHERE YOU ARE ACQUIRING OUR SERVICES AS A CONSUMER YOU ARE ENTITLED TO THE BENEFIT OF THESE GUARANTEES. IF WE FAIL TO LIVE UP TO ANY OF THESE CONSUMER GUARANTEES FOR A RELEVANT SERVICE WE PROVIDE, YOU MAY BE ENTITLED TO A REMEDY UNDER THE AUSTRALIAN CONSUMER LAW . IF THE BREACH OF THE CONSUMER GUARANTEES CANNOT BE REMEDIED OR AMOUNTS TO A MAJOR FAILURE, YOU ARE ENTITLED TO A REFUND OR OTHER REMEDIES UNDER THE AUSTRALIAN CONSUMER LAW. YOU MAY ALSO BE ENTITLED TO COMPENSATION FOR REASONABLY FORESEEABLE LOSSES CAUSED BY THE FAILURE. THESE TERMS AND CONDITIONS, AND IN PARTICULAR PROVISIONS RELATING TO REFUNDS / CANCELLATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY , ARE **THEREFORE SUBJECT TO, AND WILL NOT APPLY TO THE EXTENT THAT THEY EXCLUDE, RESTRICT OR MODIFY**, SUCH PROTECTIONS AND ANY CONSUMER GUARANTEES APPLICABLE TO CONSUMERS.
3. Except as set out in clause 2 and as expressly set out in the Terms and Conditions:
 - a. This website including all its pages and contents (“Website”) and all goods and services provided or booked via the Website are provided on an “as is” basis without any warranties or representations of any kind;
 - b. To the fullest extent permitted by law, all statutory or implied conditions or warranties of any kind are expressly disclaimed;
 - c. We will use reasonable endeavours to process electronic payment transactions involving debit and credit cards in a timely and secure manner. However we, our directors, employees and beneficiaries make no warranties or representations regarding the time required to initiate or complete the processing of any transaction, and do not warrant or represent that your access to and use of the Website including but not limited to the payment facility will be continuous, uninterrupted, error free or secure, that any defects will be corrected or that this Website, its servers and any network connections are free of computer viruses and other harmful data, code, components or other material;
 - d. Without limitation we and our directors, employees and beneficiaries are not liable to you for any loss or liability of any kind caused by any delay or failure to provide information or perform operations (including but not limited to electronic payment processing) requested or do so correctly, including but not limited to as a result of or in connection with:
 - i. any delay or failure in any transmission or communication facilities;
 - ii. any delay, failure or malfunction of the Website including but not limited to the payment facility;
 - iii. any failure or delay caused by third parties including but not limited to internet service providers, carriers or communications service providers, financial institutions, or payments service providers;
 - iv. delay, failure or malfunction of computer or network equipment, telephone lines, browsers, software, mobile phones or other handheld devices, or any related equipment or facilities;
 - v. computer viruses or other harmful data, code, components or other material; and,
 - vi. any other event beyond the reasonable control of us, or our directors, employees and beneficiaries.
 - e. We and our directors, employees and beneficiaries, do not warrant or represent that we or they will be able to prevent any illegal, harmful or inappropriate access, use, modification or alteration of the Website including but not limited to the payment facility, or that they will give notice of such access, use, modification or alteration;
 - f. We and our directors, employees and beneficiaries, do not warrant or represent the correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Website including but not limited to the payment facility. The use of the Website and any services including but not limited to the payment facility is at your own risk; and,
 - g. If your use of the Website results in the need for servicing or replacing equipment or data, we and our its directors, employees and beneficiaries are not responsible for those costs.
4. To the fullest extent permitted by law, we and our directors, employees and beneficiaries shall not be liable for any loss or damage whatsoever (including, without limitation, direct, indirect, incidental, special and/or

consequential loss or damages (including but not limited to loss of profits, revenue, expectation, business, goodwill or data), whether arising under contract, tort (including negligence) or any statutory cause of action, resulting directly or indirectly from or arising in connection with:

- a. a breach of the Website Terms;
 - b. any use or access of, or any inability to use or access, the Website or any services including but not limited to the payment facility, or;
 - c. any goods or services provided or booked via the Website.
5. You agree to use and access the electronic payment facility on this Website strictly in accordance with the requirements and procedures set out on the Website from time to time and any applicable laws. You are responsible for entering the correct account/card number and other details required by the electronic payment facility on this Website, and for maintaining the security of your computer software and hardware. Your submission of a purchase of goods or services via the Website constitutes an offer subject to acceptance by us. We may amend any such requirements or procedures at any time.
6. You are responsible for presenting the credit card used to make the purchase of the Epic Australia Pass for inspection to us (or one of our resort partners) at the time you redeem your purchase. Where the credit card used to make the purchase is not presented at the time of redemption of the purchase, we may cancel the purchase at our complete and absolute discretion. As soon as you become aware that the credit card used to make the purchase may not be able to be presented at the time of redemption of the purchase (for instance because it has been lost, stolen, replaced or has expired), you must promptly contact us to make alternative arrangements. You agree that you will make only legitimate bookings in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent bookings, or any booking in anticipation of demand.
7. Where you seek or do book or buy an Epic Australia Pass via the Website or elsewhere (whether as part of a package or otherwise), then you acknowledge the following risk warning and agree to the following terms:
- a. You engage in any Recreational Activity at your own risk.
 - b. You acknowledge the risk warning set out in bold below and that the warning constitutes a risk warning pursuant to the Civil Liability Act 2002 (NSW);
 - c. You acknowledge that you will observe the Alpine Responsibility Code, (a copy of which appears on the last page of the Terms & Conditions) and that you will conduct yourself in a safe and controlled manner at all times. Failure to do so may result in us deactivating the ski lift access component of your Epic Australia Pass;
 - d. You must read all signs and follow all directions given by us, our employees or agents;
 - e. To the maximum extent permitted by law, subject to clause 2, we exclude all liability to you, including for negligence and whether the loss or damage has occurred to person or property. Where that liability cannot be excluded, we limit our liability to you to the maximum extent permitted by law;
 - f. You acknowledge that the "Recreational Activities" we provide constitute "Recreational Services" as defined in the Competition and Consumer Act 2010 (Cth) (CCA). To the maximum extent permitted by the CCA, we exclude liability to you (including liability arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the Recreational Activities) for:
 - i. death;
 - ii. personal injury;
 - iii. the contraction, aggravation or acceleration of a disease; and
 - iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) that is or may be harmful or disadvantageous to an individual or community; or
 - (ii) that may result in harm or disadvantage to an individual or community,except with respect to significant personal injury caused by our reckless conduct.
8. To the fullest extent permitted by law, subject to clause 2, we make no warranties in relation to the services to be provided, and all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising in contract at common law or under statute) are to the maximum extent permitted by law expressly excluded.
9. Except to the extent that the law provides that liability cannot be excluded (including as set out in clause 2), you acknowledge that we are not liable to you for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunities, exemplary or punitive damages) whether to person or to property and whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and you indemnify us against all claims. Where our liability cannot be excluded, we limit our liability to the maximum extent that we are permitted by law to do so.

10. If you choose to use the “Epic Benefits” associated with your Epic Australia Pass, you agree that the acknowledgment and assumption of risk described above apply to all activities at ski areas owned and operated by us or any affiliate or partner resort operator of Vail Resorts, Inc., including, but not limited to the family of companies operating the Hakuba Valley and Rusutsu resorts. In addition, you release from liability and agree not to sue us or any of our respective affiliates, partner resorts and subsidiaries for any property damage, injury or loss, which arise out of your use of the ski pass benefits, including those claims based on alleged or actual negligence, breach of any contract and/or express or implied warranty. You agree to follow the rules of each resort related to access and safe skiing and riding and understand that failure to adhere to such rules may result in the loss of your Epic Australia Pass benefits.

REFUNDS / CANCELLATIONS

Except as provided under the Australian Consumer Law, in our Terms and Conditions or if you have purchased Pass Refund Protection, the Epic Australia Pass is a non-cancellable, non-refundable purchase. The Epic Australia Pass (and any payment made for the pass) cannot be transferred or deferred to a future season.

If you elect not to purchase Pass Refund Protection, you will not be entitled to a refund or to cancel your Epic Australia Pass if your circumstances change. For the avoidance of doubt, if you elect not to purchase Pass Refund Protection, and after you complete your purchase of your Epic Australia Pass, you sustain any bodily injury, are diagnosed with any illness or disease, are unable to ski due to pregnancy or are faced with any of the other unforeseen events or incidents identified in clause 12, you will not be entitled to a refund as a result of these changes in circumstances.

11. You acknowledge that you agree with and will abide by the following Epic Australia Pass terms and conditions:
- a. The Epic Australia Pass is for the personal use only of the Season Pass Holder and is non-transferable to any other person. All Epic Australia Pass Cards remain our property and must not be resold, transferred or altered in any way. The Season Pass Holder is responsible for promptly reporting if their Epic Australia Pass is lost, stolen or damaged by emailing info@epicaustraliapass.com.au. In these circumstances or if you forget to bring your Epic Australia Pass Card, you can visit a Ticket Office where, upon presentation of valid Photo ID and the payment of a \$5 administration fee, our staff can reissue an Epic Australia Pass Card. You acknowledge and accept that you are liable for any use of your Epic Australia Pass that occurs while it is not in your possession, unless you have already reported it lost/stolen. Use of your Epic Australia Pass by another party may result in the pass being confiscated and not re-issued (under 11(c) below). Fraud is a criminal offence and may invoke police action;
 - b. **BY PAYING EITHER YOUR INITIAL PAYMENT OR YOUR PAYMENT IN FULL FOR YOUR EPIC AUSTRALIA PASS(ES) YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE COMMITTING TO BUY THE EPIC AUSTRALIA PASS(ES) FOR THE 2020 AUSTRALIAN SEASON AND THE 2020-2021 NORTHERN HEMISPHERE SEASON. YOU UNDERSTAND AND ACKNOWLEDGE THAT WHEN PURCHASING EPIC AUSTRALIA PASS(ES) WITH AN INITIAL PAYMENT, YOU REPRESENT THAT THE CREDIT CARD YOU PROVIDE WILL BE AUTHORIZED FOR PAYMENT OF THE REMAINING BALANCE OF YOUR PURCHASE ON OR ABOUT 1 MAY 2020. WHERE YOU FAIL TO PAY THE REMAINING BALANCE WHEN IT FALLS DUE PRIOR TO THE COMMENCEMENT OF THE 2020 AUSTRALIAN SKI SEASON, YOU FORFEIT ANY RIGHT TO THE PASS. IF YOU SUBSEQUENTLY WISH TO PURCHASE AN EPIC AUSTRALIA PASS, IN OUR DISCRETION WE MAY (BUT ARE NOT OBLIGED TO) PERMIT YOU TO APPLY THE INITIAL PAYMENT TOWARDS THE PURCHASE (IN FULL) OF AN EPIC AUSTRALIA PASS AT THAT LATER TIME. IN SUCH CIRCUMSTANCES, THE APPLICABLE PRICE OF THE PASS WILL BE THE PRICE AT WHICH EPIC AUSTRALIA PASS WAS LAST AVAILABLE FOR SALE IN JUNE 2020, AND NOT THE PRICE AT THE TIME OF MAKING YOUR INITIAL PAYMENT. YOU WILL NOT BE ENTITLED TO CANCEL OR OBTAIN A REFUND ON YOUR EPIC AUSTRALIA PASS(ES) PURCHASE AFTER THE INITIAL PART PAYMENT OR RECEIVE A REFUND OF THE EPIC AUSTRALIA PASS(ES) FEES (OR ANY PART THEREOF) UNLESS: 1) WE HAVE FAILED TO COMPLY WITH THE CONSUMER GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW OR ARE OTHERWISE REQUIRED BY LAW TO PROVIDE A REFUND; OR 2) YOU HAVE PURCHASED PASS REFUND PROTECTION AND YOUR CLAIM IS COVERED PURSUANT TO THE CONDITIONS LISTED IN CLAUSE 12, BELOW. YOUR EPIC AUSTRALIA PASS(ES) (AND ANY PAYMENT MADE FOR THE PASS) CANNOT OTHERWISE BE CANCELLED OR REFUNDED. YOUR EPIC AUSTRALIA PASS(ES) (AND ANY PAYMENT MADE FOR THE PASS) CANNOT BE TRANSFERRED OR DEFERRED TO A FUTURE SEASON.**
 - c. The Epic Australia Pass may be confiscated and not re-issued if, in our sole judgment, the Pass Holder 1) acts in a manner that could endanger the safety of any person; 2) violates the law; 3)

provides ski lessons or related services for compensation; 4) engages in fraud (including where a party other than the Pass Holder uses the pass) or misconduct or creates a nuisance; or 5) fails to adhere to the terms and conditions provided herein. We may decide in our discretion to re-issue the Epic Australia Pass after confiscation and the re-issued pass(es) may be subject to a reasonable replacement fee.

- d. Your Epic Australia Pass is valid only during the period for which it is advertised and not in any other period;
- e. You may only buy the Epic Australia Pass for a person which is relevant for their age as at 6 June 2020, and suitable age identification (e.g. birth certificate, driver's licence etc.) is required for students and seniors. Students may be required to provide a letter of enrolment to confirm their full time attendance at High School / Secondary College;
- f. Where you collect your Epic Australia Pass from a ticket office, a valid Photo ID showing your birth date is required to be presented to collect it;
- g. Where you buy or re-load a Epic Australia Pass on-line, you must upload an appropriate photograph of the Season Pass Holder;
- h. You may not change the Season Pass Holder's name or photograph;
- i. Epic Australia Passes and any upgrades to the pass must be paid for in full before any lift access will be activated;
- j. Season Pass Holders are required to sign/e-sign a release of liability. Where a Season Pass Holder is 17 years of age or younger, the Season Pass Holder's parent or guardian is required to sign/e-sign a waiver and release of liability on their behalf;
- k. You will provide a valid email address and mobile telephone number for the express purpose of receiving communications regarding the Epic Australia Pass (including payment of any remaining balance under our split payment option) and you acknowledge that these are the only ways by which we will communicate with you;
- l. Lifts and other resort facilities may be closed from time to time for weather, safety, or other operational reasons, as directed by authorised employees;
- m. The Epic Australia Pass does not entitle you to use the resort facilities at any of the resorts at which the Epic Australia Pass is valid for any commercial purpose except with our prior written consent and does not entitle you to provide or receive ski or snowboard instruction except where provided by us, our employees or our agents;
- n. All valid Epic Australia Pass include unlimited use of Skitube at Perisher Ski Resort between Perisher Valley and Blue Cow; and
- o. By using an Epic Australia Pass, you grant us and our affiliates the right of publicity to own and use any image collected of the Season Pass Holder while participating in Recreational Activities.

These conditions, together with the Risk Warning displayed below, form part of the conditions of entry and use of our facilities, equipment and services and that of our partner resorts at which the Epic Australia Pass is valid for use.

RISK WARNING:

Recreational Activities including skiing, snowboarding, using lifts, snowtubing, tobogganing and snow play involve significant risk of physical harm, including personal injury, permanent disability and/or even death. Such harm may result from your own actions, or the actions and/or omissions of others.

IF YOU BREACH ANY OF THE CONDITIONS OF THE EPIC AUSTRALIA PASS, WE MAY REQUIRE YOU TO FORFEIT THE LIFT AND / OR SKITUBE ACCESS COMPONENT OF THE EPIC AUSTRALIA PASS AND YOU WILL LOSE ANY ASSOCIATED PRIVILEGES.

Skiers/snowboarders must observe the Alpine Responsibility Code and ski/ride in a safe manner at all times. Failure to do so may result in a forfeiture of skiing/snowboarding privileges.

PASS REFUND PROTECTION TERMS AND CONDITIONS

12. Pass Refund Protection is subject to the terms and conditions below:
 - a. Any person who buys an Epic Australia Pass which is valid during the 2020 Australian season and 2020-2021 Northern Hemisphere season may purchase Pass Refund Protection. Pass Refund Protection must be purchased at the time of purchasing the Epic Australia Pass.
 - b. If Pass Refund Protection is purchased, in accordance with (and subject to) this clause 12:
 - a. For Covered Incidents that occur prior to the start of the 2020 Australian ski season, we will refund the full cost of your season pass if you are unable to use your Epic Australia Pass for the entire 2020 Australian Ski Season due to a Covered Incident occurring or arising after full payment of cost associated with Pass Refund Protection;

- b. For Covered Incidents that occur after the 2020 Australian ski season begins, we will refund you for the cost of the Epic Australia Pass minus the applicable Daily Rate for each day (or portion thereof) that you have used your Epic Australia Pass during the 2020 Ski Season, if you are no longer able to use your Epic Australia Pass for the remainder of the 2020 Australian Ski Season due to a Covered Incident occurring or arising after full payment of cost associated with Pass Refund Protection;
- c. Once a refund has been processed using Pass Refund Protection, the Epic Australia Pass will be deactivated, and cannot be used for the remainder of the 2020 Australian season or 2020-2021 Northern Hemisphere season.
- d. Pass Refund Protection is unique to the Epic Australia Pass and does not apply to any other product including a Skitube Season Pass or Skitube Season Pass Add-on;
- e. Subject to the provisions of clause 12(i), a Season Pass Holder may request a refund under Pass Refund Protection due to any one of the following Covered Incidents occurring or arising after full payment of cost associated with Pass Refund Protection:
 - i. Sickness, Injury or death of the Season Pass Holder or a Family Member of the Season Pass Holder (subject to clause (g), (h), (j) and (n));
 - ii. The Season Pass Holder has a complication of pregnancy, normal pregnancy or childbirth verified by medical records; coverage is included for pregnant Season Pass Holder's spouse or domestic partner and minor child. The complication of pregnancy, normal pregnancy or childbirth must occur after the effective date of coverage under Pass Refund Protection. Pass Refund Protection cannot be purchased after the Season Pass Holder becomes aware of the complication of pregnancy, normal pregnancy or childbirth;
 - iii. The Season Pass Holder's Primary Residence being made Uninhabitable by Natural Disaster;
 - iv. Perisher, Mt Hotham or Falls Creek (or any other resort at which the Epic Australia Pass is valid) closes indefinitely due to a Natural Disaster (this coverage does not apply if you reside in a state with more than one resort where the Epic Australia Pass is accepted and at least one of the other resorts is operating);
 - v. The Season Pass Holder is subpoenaed, required to serve on a jury, hijacked or quarantined;
 - vi. The Season Pass Holder is called to military service; the Season Pass Holder's military leave is revoked; The Season Pass Holder is deployed or or is reassigned;
 - vii. The Season Pass Holder or a Resident Relative have an involuntary, employer-initiated transfer that: (i) is within the same organization for which the Season Pass Holder or a Resident Relative have been continuously employed for at least one year immediately preceding the transfer; and (ii) involves the Season Pass Holder or a Resident Relative's relocation to a Primary Residence 200 or more kilometres from the Season Pass Holder's current Primary Residence;
 - viii. The Season Pass Holder or a Resident Relative are involuntarily terminated or laid off by an employer for whom the Season Pass Holder or a Resident Relative have been continuously employed for at least one year immediately preceding the termination or lay off; or involves a nonrenewal of a work visa. This provision is not applicable to temporary employment, independent contractors or self-employed persons. Termination or lay off must occur following the effective date of coverage under Pass Refund Protection;
 - ix. The Season Pass Holder is a Student (i) who transfers to a school located 200 or more kilometres from the Season Pass Holder's current school; (ii) who is accepted into a foreign study program that will cause the Season Pass Holder to be out of Australia during the 2020 Australian ski season; (iii) who graduates and accepts a job that is 200 or more kilometres from the Season Pass Holder's current residence.
 - x. The Season Pass Holder is unable to use the Epic Australia Pass due to the inability to travel due to a visa rejection or denial or failure to obtain the visa required to enter into Australia. Evidence of visa application and copy of formal rejection or denial will be required as proof of loss. (It is the responsibility of the Season Pass Holder making the application to substantiate the Covered Incident above to our reasonable satisfaction, which will be determined in accordance with clause 12(p) below.);
- f. Pass Refund Protection is NOT cancellable, transferable or refundable and cannot be sold or exchanged (except where required under the Australian Consumer Law);
- g. The maximum refund amount of Pass Refund Protection shall not exceed the full purchase amount of the Epic Australia Pass. Protection under Pass Refund Protection involves payment of a refund amount, and does not enable pass transfer or deferral to a future season;
- h. With respect to an Injury or Sickness of the Season Pass Holder, a Doctor must certify that, due to the severity of the Injury or Sickness, it is Medically Necessary that the Season Pass Holder (or Family Member) must not Ski for the remainder of the 2020 Australian Ski Season;

- i. The Season Pass Holder or delegate must contact us (refer to clause 12(n) for contact details) as soon as is reasonably practical after the occurrence of the Injury or the onset of the Sickness or other reason for a claim under clause 12(e);
- j. The Epic Australia Pass and all associated benefits will be deactivated and cannot be reactivated once a refund claim has been submitted;
- k. Pass Refund Protection coverage is not payable for any Covered Incident or any Loss involving or which was caused or resulted in whole or in part by or from:
 - i. an intentional act, except for suicide or attempted suicide by the Season Pass Holder or a Family Member;
 - ii. any criminal acts committed by the Season Pass Holder;
 - iii. mental, nervous or psychological conditions or disorders, including but not limited to: anxiety, depression, neurosis, phobia, psychosis, or any related physical manifestations thereof;
 - iv. use of narcotics, controlled substances or alcohol;
 - v. any Injury, Sickness or other medical condition which, within the 120 day period immediately preceding your purchase of Pass Refund Protection: (1) first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (2) for which care or treatment was given or recommended by a Doctor; or (3) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines;
 - vi. hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack, by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or by an agent of any such government power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such governmental power, authority or forces. Civil disorder, riot, insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence, and seizure or destruction under quarantine, or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
 - vii. violation of any of these "Terms and Conditions";
 - viii. violation of "The Alpine Responsibility Code"; or
 - ix. lack of snow or other weather conditions.
- l. Pass Refund Protection will only be activated when we have received payment for the Epic Australia Pass (in whole or part) and payment for Pass Refund Protection.
- m. Pass Refund Protection coverage ends at:
 - i. 11:59:59 p.m. on 15 April 2021; or,
 - ii. The date when a refund made by 11:59:59 pm in accordance with these terms and conditions is finally processed.
- n. Definitions:
 - i. 2020 Australian Ski Season - means the period starting on 6 June 2020 and ending on 5 October 2020.
 - ii. Covered Incident – means any of the unforeseen events, occurrences or circumstances set out in clause 12(e)
 - iii. Daily Rate means AU\$111 per day for an Adult Epic Australia Pass, AU\$80 per day for a Senior's Epic Australia Pass and AU\$67 per day for a Student Epic Australia Pass.
 - iv. Doctor - means a licensed medical practitioner within the scope of his or her license who is not the Season Pass Holder or a person who is related to the Season Pass Holder by blood, marriage or defacto living arrangement.
 - v. Family Member – means the Season Pass Holder's spouse, child, domestic partner, daughter-in-law, son-in-law, brother, sister, mother, father, grandparents, grandchild, step-child, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, legal guardian, caregiver, foster child, ward or legal ward.
 - vi. Injury - means bodily injury which is sustained as a direct result of an unintended, unanticipated accident that occurs while the Season Pass Holder's coverage under Pass Refund Protection is in force. Injury will also include circumstances where an Injury occurs to a dependent person where the Season Pass Holder must provide primary care for that dependent person, as certified by a Doctor.
 - vii. Loss – means an inability to use the Epic Australia Pass due to a Covered Incident.
 - viii. Sickness – in the case of you means an illness or disease diagnosed while your Pass Refund Protection is in effect that is treated by a Doctor and that prevents the Season Pass Holder from using their Epic Australia Pass, as certified by a Doctor at the time of Loss; and as to a Family Member means an illness or disease diagnosed while the Season Pass Holder's Pass Refund Protection is in effect that is treated by a Doctor that is either life threatening or requires the Season Pass Holder's care, as certified by a Doctor.

- ix. Medically Necessary - means the Doctor's recommendation is (1) consistent with the symptoms, diagnosis and treatment of the Season Pass Holder's condition (or Family Member's condition, as applicable); (2) is appropriate with regard to standards of good medical practice; and (3) is not primarily for the convenience of the Season Pass Holder.
- x. Natural Disaster – means a flood, hurricane, tornado, earthquake, fire, wildfire, volcanic eruption, or blizzard that is due to natural causes.
- xi. Epic Australia Pass Card – means your personal, RFID (Radio Frequency Identification) technology enabled card that notifies RFID gates located at lifts and Skitube to open when you approach.
- xii. Primary Residence – means for fixed, permanent and principal home for legal and tax purposes.
- xiii. Resident Relative – means a person who is either the spouse (or domestic partner) or blood relation of the Season Pass Holder and lives in the same home.
- xiv. Epic Australia Pass includes the Epic Australia Pass Plus Upgrade.
- xv. Season Pass Holder - means the individual in whose name the Epic Australia Pass has been bought.
- xvi. Skiing/Ski - means alpine skiing, telemark skiing or snowboarding.
- xvii. Uninhabitable – means the building structure is unstable and there is risk of collapse in whole or in part; or there is exterior or structural damage allowing elemental intrusions, such as rain, wind, hail or flood; or there are immediate safety hazards that have yet to be cleared and the home cannot be occupied.
- o. Refund requests must be made by email to: info@epicaustrliapass.com.au. Refund requests made after 15 April 2021 will not be accepted.
- p. All refund requests will be assessed with regard to the fair and reasonable application of these terms and conditions, however all decisions made by us will be final and binding and no correspondence will be entered into.
- q. Supporting reports and documentation (including police, military, medical and local authority reports and documentation as applicable) must be provided (upon request by the Epic Australia Contact Centre team) in conjunction with a refund request.

PRIVACY

13. Perisher collects the personal information requested on the Website to enable the efficient provision of the goods and/or services that you have requested and to complete the administrative and payment functions associated with that transaction. It is possible to gain access to this personal information held by Perisher. Our Privacy Policy Statement sets out our policies on the management of personal information. To get a copy, please write to The Privacy Officer, Perisher Blue Pty Limited, PO Box 42, Perisher Valley, NSW 2624 or you can also telephone us on 1300 655 822, visit our website at www.perisher.com.au or send an e-mail to privacy@perisher.com.au.

GENERAL

14. These Terms and Conditions and your signed release of liability comprise the entire agreement between you and us in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.

These Terms and Conditions are governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

YOUR ALPINE RESPONSIBILITY CODE

There are inherent risks in all snow recreational activities. Common sense, staying in control and personal awareness can reduce these risks. Risks include rapid changes in weather, visibility and surface conditions, as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers, snow fences and snowmaking equipment. Observe the code and ski and ride with courtesy to others.

1. Stay in control and avoid other people and hazards.
2. Use appropriate protective equipment, especially helmets, to minimise the risk of injury.
3. You must have the ability to use each lift safely. If in doubt ask the lift attendant.
4. Obey all signs and warnings, and keep off closed trails and areas.
5. It is your responsibility to avoid and give way to people below and beside you.
6. Do not stop where you are not visible from above or where you obstruct a trail.
7. Before starting downhill, or merging into a trail, look uphill and give way to others.
8. Use care to prevent runaway snowboards.
9. If you are involved in or see an accident, alert and identify yourself to Resort Staff.
10. Be aware that it is dangerous to ski, board or ride lifts if your ability is impaired by drugs or alcohol.

**KNOW THE CODE.
IT'S YOUR RESPONSIBILITY.**

**Failure to observe the code may result in cancellation
of your ticket or pass by Resort Staff.**

